

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF AUSTIN AND AUSTIN COMMUNITY COLLEGE  
FOR A FASHION INCUBATOR PROGRAM**

This Interlocal Agreement ("Agreement"), authorized and governed by Chapter 791 of the Texas Government Code, is entered into by and between Austin Community College District ("ACC"), a Texas community college organized and operating pursuant to Chapter 130 of the Texas Education Code, and the City of Austin ("City"), a Texas home-rule municipal corporation and political subdivision of the State of Texas.

**RECITALS**

On September 29, 2016, the City and ACC entered into a three-year interlocal agreement to establish a fashion incubator at ACC's Highland Mall Campus, 6101 Highland Campus Drive, Austin, Travis County, Texas (Austin City Council Resolution 20160922-031):

The City and ACC established the fashion incubator to train future fashion industry workers and work with local fashion companies and manufacturers;

ACC offers fashion design and production programs to students enrolled at ACC, providing students with the skills necessary to work in the fashion industry in Austin;

Additionally, the Fashion Incubator is available to private companies that require certain specialized equipment to produce product runs of their designs;

ACC leases leading-edge art technology equipment ("Equipment") from Gerber Technology that is beneficial for workforce training and limited production runs for local fashion designers and small manufacturers, and incorporates training and operation of the Equipment as part of its curriculum within the Fashion Incubator;

The City and ACC have determined that the Fashion Incubator provides important economic development opportunities to ACC students and the economy of the City; and

The City and ACC desire to enter into this Agreement to continue operating the Fashion Incubator, including the lease and operation of the Equipment.

For and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and ACC agree as follows:

**I. Purpose**

The purpose of this Agreement is to continue operation of the Fashion Incubator in order to train students on the operation of the Equipment and expand employment and economic opportunities in the fashion industry in Austin. The Fashion Incubator shall be open to ACC students, as well

as students enrolled at such institutions as the University of Texas at Austin, Texas State University, and the Fashion Design and Interior Design Career Path at Austin Independent School District. The Equipment in the Fashion Incubator may also be made available to local fashion designers to produce their designs and get them to market, thereby promoting the City's public purpose of helping smaller startup companies in the City: provided that such designers have successfully completed training on properly operating the Equipment in accordance with ACC's rules and regulations.

## **II. Obligations of ACC**

A. ACC shall continue to provide 7,500 square feet of space for the Fashion Incubator (the "Space"). The Space shall be located 6101 Highland Campus Drive, Austin, Travis County, Texas, in ACC's Highland Campus.

B. ACC shall provide the City with one (1) office within the Space that shall be occupied by a City employee who will use the office to:

1. Provide small business counseling services to ACC students enrolled in classes associated with the Fashion Incubator, and to
2. Assist local fashion designers with scheduling time to use the Equipment to produce their designs for display and sale.

C. ACC shall continue to lease the Equipment from Gerber Technology for at least (1) year with a renewal options to extend the term up to three (3) years, pursuant to an equipment lease (the "Equipment Lease"), containing terms and conditions acceptable to ACC. For so long as this Agreement is in effect, ACC shall only use the Equipment as part of the Fashion Incubator. ACC shall maintain the Equipment throughout the term of this Agreement in accordance with the manufacturer's requirements.

D. ACC shall provide the curriculum, instructors and staff to provide classes and operate the Fashion Incubator, which shall include training on properly operating the Equipment. ACC shall follow established program guidelines, rules and regulations for enrollment and the evaluation of student performance related to the Fashion Incubator, and for appropriate use of the Equipment. The curriculum shall include requirements for successfully completing training on the proper operation and use of the Equipment, and include the award of a certificate to successful participants upon completion of the training.

E. At the end of each program year, ACC will provide to the City a post-program report that includes the following:

1. Information reflecting student success as a result of enrollment in the Fashion Incubator; and
2. Recommended changes for the Fashion Incubator.



F. ACC designates its Continuing Education Program as the department responsible for ACC's administration of this Agreement

### **III. Obligations of the City**

A. The City shall reimburse ACC for the cost of renting the Equipment (the "Equipment Rental") pursuant to the Equipment Lease in an amount not to exceed \$55,000 per year, for a total agreement amount not to exceed \$165,000 over three years. The City agrees to reimburse ACC on an annual basis for the term of this Agreement (as provided below) within thirty (30) days after ACC provides the City with receipt of payment for the Equipment Rental. The City represents that the cost of the Equipment Rental for the three (3) year term under the Lease has or will be approved by the City Council, but is subject to annual appropriation by the City Council.

B. The City shall provide a qualified City employee to offer small business counseling services to participants in the Fashion Incubator in order to foster employment and economic development opportunities in the fashion industry in Austin. Additionally, the City employee will work with ACC staff to identify local fashion designers and businesses that can take advantage of the Equipment to produce their designs.

C. The City employee shall occupy the office designated by ACC as the City office in the Space and only for the purposes designated in this Section III(B).

D. The City designates the Economic Development Department as the department responsible for the City's administration of this Agreement.

### **IV. Term, Termination**

A. This Agreement will be effective after the date of execution by all parties.

B. This Agreement will be effective from and after the date of execution by all parties for three (3) years, unless terminated earlier by either Party.

C. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice to the other Party, to be effective:

1. at the end of the thirty (30) days; or
2. at the end of the semester following the thirty (30) days' notice, whichever is later.

D. Notwithstanding Section IV(C), the City acknowledges and agrees that if the City terminates this Agreement prior to the expiration of the three (3) year period, the City shall be required to pay ACC any amounts due under this Agreement for the Equipment Rental.

E. ACC acknowledges and agrees that if ACC terminates this agreement prior to the expiration of the three (3) year period, ACC will refund to the City a prorated portion of the Allowance that has been paid for the remaining time of the three (3) year term.

#### **V. General Provisions**

A. Modification. This agreement may not be altered, amended or modified except in writing executed by duly authorized representatives of each Party.

B. Law and Venue. This Agreement will be governed by the laws of the State of Texas. The obligations under this Agreement are performed in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement will take place in a court of appropriate jurisdiction in Travis County, Texas.

C. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

D. Notices. Notices under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, or telecopy (facsimile). If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery or telecopy and three (3) days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

*City of Austin:*

Spencer Cronk, City Manager (or successor)  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

And

Sylvia Holt-Rabb, Assistant Director of Economic Development (or successor)  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

*With copy to:*

Anne Morgan, City Attorney (or successor)  
P. O. Box 1088  
Austin, Texas 78767

*Austin Community College:*

Molly Beth Malcolm, Executive Vice President.  
Campus Operations and Public Affairs (or successor)  
Austin Community College  
5930 Middle Fiskville Road.  
Austin, TX 78752-4341

And

Mike Midgley  
Vice President of Instruction (or successor)  
Austin Community College  
5930 Middle Fiskville Road,  
Austin, TX 78752-4341

And

Nina Means, Director  
Fashion Incubator (or successor)  
Austin Community College  
6101 Highland Campus Drive  
Austin, Texas 78752

E. Incorporation of Recitals. The recitals that appear at the beginning of the Agreement are incorporated into this Agreement by reference.

F. Assignment. Any assignment of this Agreement by a Party requires the prior written consent of the other Party.

G. Severability. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

H. Effective Date. This Agreement is effective on the last day signed below.

I. Authorization. By signing below, each Party's representative warrants that he is duly authorized to enter into this Agreement on behalf of his entity, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.



**CITY OF AUSTIN:**



Spencer Cronk  
City Manager

7.17.19

Date

**AUSTIN COMMUNITY COLLEGE:**



Dr. Richard Rhodes  
President CEO

2/4/19

Date

**APPROVED AS TO FORM:**



Assistant City Attorney  
City of Austin  
Law Department

Print attorney name:

Ron Pigott



Attorney for  
Austin Community College

Print attorney name:

Lori Robinson

**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10 day of July, 2019

CONTRACTOR  
Authorized  
Signature

Title

Angela Community College  
Karl [Signature]  
EVP, Finance & Admin



**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Austin Community College

Signature of Officer or  
Authorized  
Representative:

Neil Vickers

Date:

7-10-19

Printed Name:

Neil Vickers

Title

EVP, Finance